Amendment 373
Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 373 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this _6TH_ day of ___June___, 2016, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")

2. King County ("King County")

3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")

4. Pierce County Public Transportation Benefit Area ("Pierce Transit")

5. Snohomish County Public Transportation Benefit Area ("Community Transit")

6. City of Everett ("Everett")

7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A.   Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B.   The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to upgrade Data Acquisition Computer (DAC) hardware and software. This work is performed per Change Request CR-12134 *DAC Hardware and Software Upgrade v4.0* as approved by the Agencies on April 29, 2016.

C.   The Parties agree that the Work necessary to upgrade Data Acquisition Computer (DAC) hardware and software will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will complete the work as follows:-

1.1 Upgrade DAC Oracle databases to Oracle Linux 6.7 and Oracle 12c.

1.2 Install and configure one new DAC per Agency. Each new DAC is comprised of the following:-

  (a) PowerEdge R630, Xeon E5-2620 v3 CPU, 32 GigaByte RAM, H730 RAID controller, 5 x 1.2 TerraByte 10k RPM SAS drives, Windows Server 2012 R2 Standard.

  (b) Solution includes five (5) year Dell same-day support. Same-day Dell support guarantees arrival of on-site Dell technician within four (4) hours.

1.3 Modify the Device Communications Engine (DCE) to communicate via MASS crypto sessions instead of the Device Security Interface (DSI) wrapper session. This will remove the current 255 session limit.

1.4 Migrate RADIUS users for bus yard authentication into Active Directory.

1.5 Agencies are to provide four (4) spare Internet Protocol (IP) addresses to Vix prior to implementation.

1.6 Install and set up Virtual Machines (VM) and operating systems on new DAC hardware.

1.7 Install new DAC hardware at each Agency.

1.8 Configure network to allow new DAC to communicate with all bus yard access points.

  (a) Washington State Ferries (WSF) specific requirement: Configure network to allow the new DAC to communicate with all ferry terminals.

  (b) All Agencies except WSF: Bus yard access points and Wireless Distribution System (WDS) units at each agency will need to be able to communicate with each other.

1.9 Reconfigure old DAC to spare IP address.

1.10 Reconfigure new DAC in place of old DAC.

  (a) Regionally re-configure the following devices: Gate Activation Kit (GAK), Stand Alone Fare Transaction Processor (SAFTP), Ticket Vending Machine (TVM) and Portable Fare Transaction Processor (PFTP).

1.11 Decommission old DAC after functionality of new DAC is verified.

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed no later than July 29, 2016.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

Amendment No. 346 373
us

	LUMP SUM COST
To upgrade Data Acquisition Computer (DAC) hardware and software.	
TOTAL	**$96,541**

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Seventy Three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: _____
Its: _____General Manager_____
Date: _____5/5/16_____

The Agencies

By: _____
Their: _OCR Operations Manager_
On behalf of the Agencies
Date: ___6/6/2016___